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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

EARLY WARNING SERVICES, LLC,

Case No.

Plaintiff.

COMPLAINT

V

WARREN VURL JOHNSON,
BRANDON O'LOUGHLIN, AND
P.A.Z.E., LLC.

Defendants

This case is about an intellectual property attorney who was terminated for workplace misconduct, and who sought revenge by enlisting his high school classmate to act as a front man to help him extract money from his former client and employer using stolen company documents, privileged information, and a lawfare campaign involving baseless trademark claims.

SUMMARY OF THE ACTION

1. Plaintiff Early Warning Services, LLC (“EWS”) is an Arizona-based financial services technology leader empowering and protecting consumers, small businesses, and the U.S. financial system with cutting-edge fraud and payment solutions for more than three decades.

2. EWS is most well-known as the operator of Zelle®, a digital payment network that helps consumers utilize their financial institution to send and receive money within minutes.

3. EWS also is the operator of PazeSM, a reimagined digital wallet for ecommerce solution that banks and credit unions can offer to consumers and merchants.

4. On or around September 8, 2014, Defendant Warren Vurl Johnson (“Johnson”) started his position with EWS as Intellectual Property Counsel.

5. At the time of his termination on January 19, 2023, Johnson was employed as EWS's Senior Intellectual Property Counsel with primary responsibility for acquiring, protecting, and enforcing EWS's patents and trademarks—including the PAZE and **Z** marks at issue here.

6. On August 8, 2022, EWS issued Johnson a written warning for workplace misconduct following multiple instances of unprofessional interactions with coworkers.

7. Johnson responded to this written warning by protesting it, claiming he was not responsible for how his coworkers perceived his conduct, and declared the end of his employment at EWS was “imminent.”

8. Unbeknownst to EWS, Johnson also began sending EWS's documents from his work email account to his personal email account. Those documents comprised a large volume of sensitive materials and information of a highly confidential and sensitive nature.

1 9. By the end of December 2022, Johnson’s unprofessional behavior had
2 escalated to the point that other EWS employees refused to continue working with
3 Johnson. On January 19, 2023, EWS terminated Johnson’s employment.

4 10. Approximately six months later, Johnson filed a lawsuit for wrongful
5 termination and other claims under Arizona law. To avoid the costs of litigation, the
6 parties agreed to settle Johnson’s claims, memorializing this settlement in a formal
7 agreement (the “Settlement Agreement”), under which Johnson released his claims
8 against EWS, agreed to maintain the confidentiality of EWS’s “privileged, trade
9 secret, proprietary or confidential information,” and agreed not to disparage EWS “in
10 any public forum.” EWS considered the matter resolved.

11 11. Despite this, Johnson and his high school classmate, Defendant Brandon
12 O’Loughlin (“O’Loughlin”), had already concocted a scheme to extract money from
13 EWS using EWS’s privileged and confidential information by engaging in the
14 following acts, among others:

15 a. Prior to Johnson’s termination, he was responsible for providing
16 legal advice to EWS on intellectual property issues in connection with EWS’s
17 development and launch of its PazeSM service. Given Johnson’s role as EWS’s
18 Senior Intellectual Property Counsel, he was entrusted with, and privy to,
19 confidential information regarding EWS’s private and internal business plans
20 and discussions regarding PazeSM, including the company’s interest in
21 procuring particular domain names incorporating EWS’s PAZE mark. On
22 information and belief, Johnson secretly provided this information to
23 O’Loughlin, resulting in O’Loughlin registering those domain names before
24 EWS could do so.

25 b. O’Loughlin formed Defendant P.A.Z.E., LLC (“P.A.Z.E.”), a
26 sham gripe website at a domain name containing EWS’s PAZE mark, with
27 content directed at disparaging EWS and its business including the Zelle® and
28 PazeSM services.

c. On information and belief, Johnson assisted in preparing trademark applications in P.A.Z.E.’s name, under O’Loughlin’s signature, to register the PAZE and **PAŽE** marks, claiming use of those marks in connection with P.A.Z.E.’s nonexistent “services.”

d. P.A.Z.E. sent EWS a series of communications threatening to engage in lawfare against EWS, including in the Trademark Trial and Appeal Board (“TTAB”) of the United States Patent and Trademark Office (“USPTO”), and threatening EWS’s business and reputation if EWS did not agree to purchase P.A.Z.E. and its various “assets.”

e. Johnson further assisted in preparing legal documents in P.A.Z.E.’s name, under O’Loughlin’s signature, for filing in the TTAB, attacking as invalid EWS’s applications to register its PAZE and ℗ marks that Johnson had earlier signed as EWS’s former attorney.

12. As detailed below, Defendants' conduct violates several laws, and Johnson's conduct in particular constitutes a shocking breach of his fiduciary and ethical duties to EWS. Using information obtained as EWS's legal counsel over the course of eight years, and using his high school classmate O'Loughlin as a front man, Johnson has engaged in a campaign to extract money from his former client and employer by threatening its intellectual property rights and business reputation. EWS is entitled to injunctive and monetary relief.

PARTIES

13. Plaintiff Early Warning Services, LLC is a Delaware limited liability company with its principal place of business at 5801 N. Pima Road, Scottsdale, Arizona 85250.

14. Defendant Warren Vurl Johnson is an Arizona resident with an address of 122 S. Hardy Drive, Apartment 59, Tempe, Arizona 85281. Johnson is an active member of the State Bar of Arizona and a registered patent attorney with the USPTO.

15. Defendant Brandon O'Loughlin is a Nevada resident with an address of 1411 N. 23rd Street, Apartment 103, Las Vegas, Nevada 89101.

16. Defendant P.A.Z.E., LLC is an Arizona limited liability company with an address of 550 W. Baseline Road, Suite 102-159, Mesa, Arizona 85210. O'Loughlin formed P.A.Z.E. on January 26, 2023, and is its Member and Manager.

JURISDICTION AND VENUE

17. The Court has subject matter jurisdiction over EWS's federal claims under the Lanham Act, 15 U.S.C. § 1121; the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(c); the Federal Declaratory Judgment Act, 28 U.S.C. § 2201(a), and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over EWS's state law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367.

18. Because this action involves a registered trademark, the Court also has jurisdiction to entertain EWS's challenge to P.A.Z.E.'s trademark applications under 15 U.S.C. § 1119. *See BBK Tobacco & Foods LLP v. Central Coast Agriculture, Inc.*, 97 F.4th 668, 670 (9th Cir. 2024).

19. The Court has personal jurisdiction over Johnson because he resides and is domiciled in the State of Arizona.

20. The Court has general and specific personal jurisdiction over O'Loughlin and P.A.Z.E. because (a) O'Loughlin formed P.A.Z.E. in the State of Arizona, (b) P.A.Z.E. maintains its principal place of business in the State of Arizona, (c) P.A.Z.E. transacts and conducts business within the State of Arizona to such an extent that P.A.Z.E. is at home in the State, (d) as P.A.Z.E.'s Member and Manager, O'Loughlin directs P.A.Z.E.'s business operations within the State of Arizona, and (e) both O'Loughlin and P.A.Z.E. have purposefully availed themselves of Arizona law by targeting the State of Arizona and its residents through conduct giving rise to, and related to, EWS's claims.

21. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2) and (c)(2), as well as 28 U.S.C. § 1400(a), because each of Defendants resides or may be

1 found in this District, and because a substantial part of the events giving rise to EWS's
2 claims occurred in this District.

3 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

4 **A. EWS and Its Zelle® and PazeSM Services**

5 22. EWS is a financial services technology company that has empowered
6 and protected consumers, small businesses, and the U.S. financial system with
7 cutting-edge fraud and payment solutions for more than three decades.

8 23. EWS's Zelle® service and Zelle Network® help consumers utilize their
9 financial institution to send and receive money, generally without charge, within
10 minutes.

11 24. EWS's PazeSM service enables shoppers to checkout online without
12 having to share their card numbers with merchants.

13 25. EWS has made substantial investments in its Zelle Network®, its
14 ZELLE and **Z** trademarks, and the goods and services identified by and offered under
15 those marks. Because of EWS's considerable efforts to promote its Zelle Network®
16 and Zelle® services, those services are widely used, and EWS's ZELLE marks have
17 achieved a high level of recognition among owners of deposit accounts. In short,
18 EWS's ZELLE marks are enormously valuable symbols of EWS's goodwill.

19 26. EWS also has made substantial investments in its PazeSM digital wallet
20 service and its PAZE and **paze** trademarks. EWS views its PazeSM service and
21 PAZE and **paze** marks as extremely important assets of the company.

22 **B. Johnson, O'Loughlin, and P.A.Z.E.**

23 27. Johnson and O'Loughlin attended Mesa High School together and both
24 graduated in 1999.

25 28. Johnson joined EWS as its Intellectual Property Counsel on or about
26 September 8, 2014, and his employment with EWS was terminated on January 19,
27 2023.

28

1 29. Three days later, on January 22, 2023, O'Loughlin began registering
2 domain names containing EWS's PAZE mark.

3 30. One or more of the Defendants then launched a sham gripe website
4 known as P.A.Z.E., first at www.pazewallet.com, then at www.paze.website.
5 According to that website, P.A.Z.E. stands for "People Against Zelle Erryday [sic]."
6 P.A.Z.E. claims to be "trying to bring to light the dark side of the banking industry,"
7 but its website and social media accounts focus solely on EWS, its Zelle® service,
8 and its PazeSM service.

9 31. On January 26, 2023, one week after termination of Johnson's
10 employment with EWS, O'Loughlin formed P.A.Z.E. as an Arizona limited liability
11 company.

12 **C. EWS's Termination of Johnson's Employment**

13 32. Following a series of unprofessional interactions with coworkers dating
14 to 2020, which coaching did not resolve, EWS issued a written warning to Johnson
15 for workplace misconduct on August 8, 2022.

16 33. Johnson protested EWS's written warning, claiming he was not
17 responsible for how his coworkers perceived his conduct. On September 2, 2022,
18 Johnson informed his leader of his intention to resign from EWS by the end of 2022.

19 34. In the meantime, however, Johnson continued to perform his duties. On
20 November 9, 2022, for example, Johnson signed and instructed the filing of several
21 trademark applications on EWS's behalf, including EWS's Application Serial No.
22 97669754 to register the PAZE mark for various financial transaction services in
23 International Class 36.

24 35. On November 18, 2022, EWS's General Counsel, Tracy Cheney,
25 presented Johnson with a transition plan setting a resignation date of January 1, 2023,
26 and awarded Johnson a discretionary performance bonus of \$50,000 relating to his
27 earlier work on a patent matter. Johnson agreed to this transition plan on the same
28 day, then backtracked and demanded more money.

1 36. On November 28, 2022, Johnson requested an open-ended exit date. In
2 or about December 2022, however, EWS learned that Johnson continued to engage in
3 unprofessional conduct.

4 37. On January 12, 2023, Johnson corresponded with EWS's marketing
5 department about acquiring domain names containing EWS's PAZE mark. Johnson
6 also instructed EWS's domain name vendor, Corporation Service Company ("CSC"),
7 to run an availability report for domain names containing PAZE.

8 38. On January 17, 2023, CSC provided Johnson with a report showing that
9 numerous domain names were available for registration, including
10 www.pazewallet.com and www.pazenetwork.com.

11 39. Also on January 17, 2023, Ms. Cheney informed Johnson that his exit
12 date would be February 10, 2023, "at the latest," in light of additional reports about
13 Johnson's unprofessional conduct. Johnson objected to setting a firm exit date and
14 informed Ms. Cheney that he would not resign until he had secured another job.

15 40. On January 19, 2023, EWS discovered that Johnson had emailed various
16 EWS confidential and proprietary emails and documents from his EWS email account
17 to his personal email account at Gmail.com. Ms. Cheney terminated Johnson's
18 employment and instructed him to return company equipment and delete EWS's
19 confidential and proprietary materials in his possession.

20 **D. EWS's Confidential and Proprietary Trade Secret Information**

21 41. In connection with the services that EWS provides to financial
22 institutions, consumers, and small businesses, EWS develops and maintains sensitive
23 proprietary and confidential information.

24 42. EWS's confidential and proprietary information constitute valuable
25 trade secrets.

26 43. EWS's trade secrets include, without limitation, information related to
27 its proprietary patent and trademark strategies. EWS's ability to create innovative
28

1 products and develop coordinated, distinctive branding is critical to growing its
2 business in the highly competitive financial services space.

3 44. EWS therefore employs certain individuals to fill key roles focused on
4 developing its patent and trademark portfolios and has invested a substantial amount
5 of money, time, and energy in developing and executing its patent and brand
6 strategies.

7 45. In his role as Intellectual Property Counsel and Senior Intellectual
8 Property Counsel, Johnson had knowledge of, and played an important role in
9 developing and executing, EWS's patent and brand strategies. Among other things,
10 Johnson had highly sensitive knowledge of EWS's future plans, including future
11 patent, trademark, and domain name filings.

12 46. EWS takes substantial precautions to safeguard its confidential and
13 proprietary trade secret information.

14 47. Information about EWS's patent and trademark strategies is maintained
15 in a secured database that is accessible only by certain individuals, from certain
16 electronic devices. Access to the secure databases is limited to only those individuals
17 with a legitimate need for the information to effectively carry out their specific job
18 duties.

19 48. EWS's Employee Handbook requires employees to maintain the
20 confidentiality of proprietary information both during employment and after
21 departure from EWS.

22 49. All EWS employees also must execute an Intellectual Property and
23 Confidentiality Agreement governing nondisclosure of trade secrets and confidential
24 information and, pursuant to EWS's User Responsibility Agreement, must
25 acknowledge their responsibilities relating to security.

26 50. EWS's Intellectual Property and Confidentiality Agreement, which
27 Johnson executed, prohibits employees and former employees alike from disclosing,
28 using, or disseminating any of EWS's confidential information, intellectual property,

1 or trade secrets, and must turn those materials over to EWS upon the termination of
2 their employment. Employees acknowledge that breach of these obligations may
3 cause irreparable injury, and that EWS may seek and obtain injunctive relief in
4 addition to any available legal remedies.

5 51. Further, under EWS's User Responsibility Agreement, which Johnson
6 acknowledged and accepted, employees must not photograph any restricted or
7 nonpublic data with any device or remove restricted data from the office on any form
8 of media without management approval and an issue management ticket. The User
9 Responsibility Agreement additionally prohibits use of personal equipment for
10 official business on EWS's computing assets or networks without management
11 authorization, security evaluation, and an issue management ticket.

12 52. Johnson did not have EWS management's approval or authorization to
13 photograph any restricted or nonpublic EWS data.

14 53. EWS also requires key stakeholders with access to complete a trade
15 secrets course annually. Johnson was subject to this requirement.

16 **E. Johnson's Theft of EWS's Trade Secrets**

17 54. On January 19, 2023, Johnson represented to Ms. Cheney that the only
18 confidential document he had emailed to his personal email account was EWS's
19 Employee Handbook, which he later claimed to have deleted.

20 55. This was false. In fact, an investigation by EWS's Security and IT
21 departments revealed that Johnson had sent large numbers of EWS's documents from
22 his work email account to his personal email account in at least November 2022 and
23 continuing until January 18, 2023. Those documents included EWS's internal legal
24 documents related to its highly confidential patent and trademark matters and
25 strategies, including indices of concept briefs and invention disclosures relating to
26 EWS's patent portfolio, indices of EWS's trademark matters, documents relating to
27 EWS's domain names, and a list of every matter on which Johnson was then working.

1 56. The documents that Johnson sent to his personal email account were and
2 are highly confidential and sensitive. Most are privileged. Johnson never sought and
3 never obtained authorization to send these confidential and privileged documents to
4 his personal email account or to remove them from EWS's system.

5 **F. O'Loughlin's Acts of Cybersquatting**

6 57. On January 22, 2023, three days after Johnson's termination, O'Loughlin
7 began registering domain names containing EWS's PAZE mark, including the
8 www.pazewallet.com and www.pazenetwork.com domain names disclosed in CSC's
9 first availability report.

10 58. On information and belief, O'Loughlin ultimately registered at least 105
11 domain names containing EWS's marks or relating to EWS's business (collectively,
12 the "Accused Domain Names").

13 59. On January 26, 2023, O'Loughlin formed P.A.Z.E. as an Arizona limited
14 liability company.

15 60. On January 27, 2023, EWS instructed CSC to register several of the
16 domain names shown as available in CSC's report. CSC informed EWS that several
17 of those domains—including www.pazewallet.com and www.pazenetwork.com—
18 were no longer available because someone else had registered them along with
19 www.paze.website and www.paze.guru.

20 61. EWS instructed CSC to acquire the domain name www.pazewallet.com
21 from the registrant anonymously. On January 30, 2023, CSC advised EWS that the
22 registrant of www.pazewallet.com had launched a website at that domain name under
23 the name "P.A.Z.E." or "People Against Zelle Erryday [sic]."

24 62. CSC advised EWS that the registrant of the www.pazewallet.com
25 domain name likely owned the following domain names as well:

26 paze.associates

27 paze.bargains

28 paze.business

1 paze.capital
2 paze.cash
3 paze.cheap
4 paze.company
5 paze.consulting
6 paze.credit
7 paze.design
8 paze.dev
9 paze.digital
10 paze.directory
11 paze.discount
12 paze.email
13 paze.exchange
14 paze.finance
15 paze.financial
16 paze.fund
17 paze.guru
18 paze.mobi
19 paze.money
20 paze.services
21 paze.systems
22 paze.technology
23 paze.vip
24 paze.website
25 paze.work
26 paze.works
27 paze.world
28 pazealldayz.com

1 pazeblog.com
2 pazebofa.com
3 pazecart.com
4 pazechase.com
5 pazecheckout.com
6 pazeday.com
7 pazedaze.com
8 pazefaq.com
9 pazefraud.com
10 pazegroup.com
11 pazegroup.net
12 pazehelp.com
13 pazehgi.com
14 pazeinstore.com
15 pazeme.com
16 pazemerchant.com
17 pazenetwork.cash
18 pazenetwork.claims
19 pazenetwork.com
20 pazenetwork.credit
21 pazenetwork.discount
22 pazenetwork.finance
23 pazenetwork.fund
24 pazenetwork.net
25 pazenews.com
26 pazepayment.com
27 pazepayz.com
28 pazerules.com

1 pazesupport.com
 2 pazevisa.com
 3 pazezelle.com

4 63. In February 2023, EWS negotiated with O'Loughlin a potential purchase
 5 of some or all of the Accused Domain Names.

6 64. O'Loughlin agreed to transfer 55 of the Accused Domain Names to EWS
 7 in return for \$20,000, but refused to transfer others.

8 65. P.A.Z.E. continues to maintain its purported gripe website at the domain
 9 name www.paze.website. On that website, P.A.Z.E. claims to be “trying to bring to
 10 light the dark side of the banking industry,” but in fact, P.A.Z.E.’s website and social
 11 media accounts focus solely on EWS, its Zelle® service, and its PazeSM service.

12 **G. Defendants’ Fraudulent Trademark Applications and Abusive Litigation**

13 66. On November 2, 2023, P.A.Z.E. filed Application Serial No. 98252022
 14 to register the **PAŽE** mark (“P.A.Z.E.’s **PAŽE** Application”) for various nonexistent
 15 “services” relating to the provision of “financial information via a website” in
 16 International Class 36. This application claims January 23, 2023, as P.A.Z.E.’s date
 17 of first use anywhere and in United States commerce.

18 67. P.A.Z.E.’s **PAŽE** Application bears O'Loughlin's signature.

19 68. On November 4, 2023, P.A.Z.E. filed Application Serial No. 98255290
 20 to register the PAZE mark (“P.A.Z.E.’s PAZE Application”) for various nonexistent
 21 “services” relating to the provision of “financial information,” “online instruction,”
 22 and a website in International Classes 36, 41, and 42. This application claims January
 23, 2023, as P.A.Z.E.’s date of first use anywhere and in United States commerce.

24 69. P.A.Z.E.’s PAZE Application bears O'Loughlin's signature.

25 70. Citing its applications to register **PAŽE** and PAZE as establishing its
 26 entitlement to bring a statutory cause of action (formerly known as “standing”) in the
 27 TTAB, P.A.Z.E. initiated two proceedings against EWS (the “TTAB Proceedings”):
 28

1 a. On May 3, 2024, P.A.Z.E. petitioned to cancel EWS's
2 Registration No. 5476070 of the **Z** mark ("EWS's **Z** Registration"), claiming
3 EWS had never used that mark in commerce and engaged in fraud on the
4 USPTO when filing the underlying application; and

5 b. On May 16, 2024, P.A.Z.E. opposed EWS's Application Serial
6 No. 97669754 to register the PAZE mark ("EWS's PAZE Application"),
7 claiming EWS's PAZE mark was merely descriptive and EWS (i) had no *bona
fide* intent to use that mark when it filed the application, (ii) had not used that
8 mark in commerce when it filed its Amendment to Allege Use, and
9 (iii) engaged in fraud on the USPTO in filing and prosecuting the application.

10 71. Johnson had signed and instructed the filing of both the application
11 underlying EWS's **Z** Registration and EWS's PAZE Application during Johnson's
12 former employment as EWS's intellectual property counsel.

13 72. P.A.Z.E.'s filings in both TTAB Proceedings reflect knowledge of
14 EWS's privileged and confidential information.

15 73. P.A.Z.E. has repeatedly attached to its public filings in the TTAB
16 Proceedings a document (the "Privileged Chat") depicting a Microsoft Teams chat
17 between Johnson and Ms. Cheney, EWS's General Counsel, in which Johnson's
18 identity is not shown. On information and belief, Johnson made a screen capture of
19 the Privileged Chat in November 2022 while employed by EWS.

20 74. Johnson and Ms. Cheney were the only parties to the Privileged Chat.

21 75. P.A.Z.E. has repeatedly posted copies of the Privileged Chat on
22 P.A.Z.E.'s website and social media accounts, then argued in the TTAB Proceedings
23 that the Privileged Chat is not privileged because the document is "publicly
24 available." In the TTAB Proceedings, P.A.Z.E. claims to have found the Privileged
25 Chat on an undisclosed (and undocumented) Reddit thread that P.A.Z.E. claims is no
26 longer available.

27
28

1 76. In the TTAB Proceedings, EWS has filed several motions to seal the
2 portions of P.A.Z.E.’s filings containing the Privileged Chat, and the TTAB has issued
3 orders shielding P.A.Z.E.’s entire filings from public view pending its disposition of
4 EWS’s motions to seal. Despite the TTAB’s orders, P.A.Z.E. has continued to file
5 public documents containing the Privileged Chat in the TTAB Proceedings.

6 77. Several of P.A.Z.E.’s filings in the TTAB Proceedings purport to bear
7 O’Loughlin’s signature but contain metadata disclosing that “Warren Johnson” is the
8 author of those documents. Accurate and complete examples of documentation
9 showing this metadata in P.A.Z.E.’s documents on the TTAB’s website are attached
10 as **Exhibit A**.

11 78. In other words, despite having signed and instructed the filing of EWS’s
12 applications to register the PAZE and ℗ marks while employed as EWS’s legal
13 counsel, Johnson has drafted P.A.Z.E.’s submissions in the TTAB Proceedings
14 challenging the very same applications he signed on behalf of his former client and
15 employer, EWS.

16 **H. Defendants’ Demands for Payment**

17 79. Having thus laid the groundwork for Defendants’ demands for payment,
18 O’Loughlin sent EWS a letter on April 21, 2024, relaying P.A.Z.E.’s threats to file
19 multiple proceedings against EWS in the TTAB, to appeal any adverse decisions in
20 that forum, and to ensure that those disputes would become “very public” through
21 “updates on my website and . . . updates to financial and intellectual property blogs”
22 unless EWS agreed to purchase “all assets and information owned and held” by
23 P.A.Z.E.

24 80. P.A.Z.E. also floated the “chance of a cease-and-desist letter campaign
25 immediately after the registration of [its] trademarks.”

26 81. When EWS did not respond to P.A.Z.E.’s April 21, 2024, letter,
27 O’Loughlin sent EWS another letter on May 2, 2024, noting that P.A.Z.E. had
28 “accelerated” the filing of its petition to cancel EWS’s ℗ Registration and again

1 threatened to file multiple TTAB proceedings against EWS and appeal any adverse
 2 decisions.

3 82. This letter also elaborated on P.A.Z.E.’s earlier threat to engage in a
 4 “cease-and-desist letter campaign” by stating it would engage in this campaign “to
 5 [EWS’s] customers and merchants displaying the PAZE mark in a confusingly similar
 6 way,” to “commence immediately after [EWS’s] PAZE application is denied.” The
 7 letter concluded by stating P.A.Z.E.’s belief that “we can come to an agreement where
 8 PAZE, LLC is sold to [EWS] or dissolved, and the assets transferred to [EWS].”

9 **I. Johnson’s Wrongful Termination Action and the Parties’ Settlement**

10 83. On July 20, 2023, approximately six months after EWS’s termination of
 11 his employment, Johnson filed a civil action against EWS in Arizona Superior Court,
 12 Maricopa County, for wrongful termination, withholding of wages, breach of the
 13 implied covenant of good faith and fair dealing, and punitive damages under Arizona
 14 law (the “Civil Action”). Johnson sought \$1,274,998 in purported damages.

15 84. To avoid the costs of litigation, the parties agreed to settle the Civil
 16 Action in a Settlement Agreement bearing an effective date of August 24, 2023.

17 85. Under the terms of the Settlement Agreement, EWS expressly denied
 18 any wrongdoing or liability, and Johnson agreed to a general release of all of his
 19 claims against EWS and agreed to dismiss the Civil Action with prejudice in return
 20 for a settlement payment. EWS also agreed to retain a vendor to provide Johnson with
 21 job placement services for three months.

22 86. Under the terms of the Settlement Agreement, Johnson also affirmed that
 23 “he has returned all of [EWS’s] property, documents, and/or any confidential
 24 information in his possession or control,” agreed to “maintain the confidentiality of
 25 all of [EWS’s] privileged, trade secret, proprietary or confidential information,” and
 26 agreed “not to disparage or say or write negative things about [EWS] in any public
 27 forum, such as media outlets or social networking sites.”

28 87. When EWS executed the Settlement Agreement, it was unaware that:

a. Johnson had not returned all of EWS's privileged and confidential documents;

b. Johnson was not maintaining the confidentiality of EWS's privileged and confidential information and trade secrets;

c. Johnson was secretly working with O'Loughlin and P.A.Z.E. to extract money from EWS, using EWS's privileged and confidential information and trade secrets; and

d. This scheme involved registering domain names containing EWS’s PAZE mark that Johnson knew EWS was interested in obtaining, launching a sham gripe website disparaging EWS and its Zelle® and PazeSM services in public, filing trademark applications to register versions of EWS’s PAZE and **Z** marks for nonexistent “services,” and using those sham applications to attack EWS’s trademark filings, which Johnson had signed on EWS’s behalf while employed as EWS’s legal counsel, using documents prepared by Johnson for O’Loughlin’s signature.

FIRST CLAIM FOR RELIEF

AGAINST ALL DEFENDANTS

Misappropriation of Trade Secrets Under the Defend Trade Secrets Act of 2016 (“DTSA”)

(18 U.S.C. § 1836)

88. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

89. The DTSA provides a cause of action for misappropriation of trade secrets “related to a product or service used in, or intended for use in interstate or foreign commerce.” 18 U.S.C. § 1836(b)(1).

90. During Johnson's employment, EWS granted Johnson access to trade secrets related to its proprietary and competitively sensitive business and legal strategies. These include internal legal documents related to its highly confidential

1 patent and trademark matters and strategies, including indices of concept briefs and
2 invention disclosures relating to EWS's patent portfolio, indices of EWS's trademark
3 files, documents relating to EWS's domain names, the Privileged Chat, and a list of
4 every matter on which Johnson was then working (collectively "EWS's Trade
5 Secrets").

6 91. EWS's Trade Secrets constitute "trade secrets" as defined by the DTSA.

7 92. EWS's Trade Secrets derive independent economic value, actual or
8 potential, from not being generally known to, and not being readily ascertainable
9 through proper means by, other persons who can obtain economic value from their
10 disclosure or use.

11 93. EWS's Trade Secrets are valuable to EWS and constitute a significant
12 competitive advantage over EWS's competitors and others in the financial services
13 space.

14 94. EWS has, at all times, taken reasonable measures to keep EWS's Trade
15 Secrets secret, including by requiring Johnson and other employees to execute and
16 abide by agreements containing strict rules and requirements governing
17 confidentiality. Johnson obtained access to EWS's Trade Secrets while an EWS
18 employee and under confidentiality obligations arising from his employment
19 agreement. This agreement obligated Johnson to maintain the confidentiality of the
20 trade secrets and not to use them except for the benefit of EWS.

21 95. EWS's Trade Secrets are related to products and services used in, or
22 intended for use in, interstate or foreign commerce.

23 96. As detailed herein, Defendants have used or will use EWS's Trade
24 Secrets without a privilege to do so, or are threatening to do so. Defendants' conduct
25 qualifies as misappropriation under 18 U.S.C. § 1839(5), giving rise to the remedies
26 described in 18 U.S.C. § 1836(b)(3).

27 97. Defendants' acts constitute a violation of the DTSA.

28

98. Defendants know or have reason to know that they have acquired and used EWS's Trade Secrets improperly.

99. As the direct and proximate result of Defendants' conduct as set forth herein, EWS has suffered and will continue to suffer irreparable injury, as well as significant damages in an amount to be proven at trial.

100. Because EWS's remedy at law is in important respects inadequate, EWS is seeking, in addition to damages, injunctive relief under the DTSA to retrieve and protect EWS's Trade Secrets and prevent additional damages and irreparable harm resulting from Defendants' misappropriation and continued misuse of EWS's Trade Secrets.

101. Defendants willfully and maliciously misappropriated EWS's Trade Secrets.

102. EWS is entitled to recover compensatory and exemplary damages from Defendants pursuant to 18 U.S.C. § 1836.

103. EWS is entitled to receive an award of its attorneys' fees and litigation expenses pursuant to 18 U.S.C. § 1836.

SECOND CLAIM FOR RELIEF

AGAINST ALL DEFENDANTS

Misappropriation of Trade Secrets Under the Arizona Uniform Trade Secrets Act

(A.R.S. § 44-401 *et seq.*)

104. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

105. EWS owns EWS's Trade Secrets.

106. EWS's Trade Secrets constitute "trade secrets" as defined by A.R.S. § 44-401.

107. EWS's Trade Secrets derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable

1 through proper means by, other persons who can obtain economic value from their
2 disclosure or use.

3 108. EWS has, at all times, engaged in efforts reasonable under the
4 circumstances to keep EWS's Trade Secrets secret, including by requiring EWS's
5 employees to execute and abide by agreements containing strict rules and
6 requirements governing confidentiality.

7 109. Defendants know or have reason to know that they either (a) used
8 improper means to acquire knowledge of EWS's Trade Secrets, or (b) at the time of
9 disclosure or use, knew or had reason to know that their knowledge of EWS's Trade
10 Secrets was derived from or through a person who had utilized improper means to
11 acquire it, was acquired under circumstances giving rise to a duty to maintain its
12 secrecy or limit its use, or was derived from or through a person who owed a duty to
13 EWS to maintain its secrecy or limit its use.

14 110. As the direct and proximate result of Defendants' conduct as set forth
15 herein, EWS has suffered and will continue to suffer irreparable injury as well as
16 significant damages, in an amount to be proven at trial.

17 111. Because EWS's remedy at law is in important respects inadequate, EWS
18 is seeking, in addition to damages, injunctive relief to retrieve and protect EWS's
19 Trade Secrets and prevent additional damages and irreparable harm resulting from
20 Defendants' misappropriation and continued misuse of EWS's Trade Secrets.

21 112. EWS is entitled to recover compensatory damages reflecting its actual
22 loss caused by Defendants' misappropriation and the unjust enrichment caused by
23 Defendants' misappropriation not accounted for in computing actual loss pursuant to
24 A.R.S. § 44-403(A).

25 113. Defendants willfully and maliciously misappropriated EWS's Trade
26 Secrets. Accordingly, EWS is entitled to recover exemplary damages from
27 Defendants pursuant to A.R.S. § 44-403(B).

28

**THIRD CLAIM FOR RELIEF
AGAINST DEFENDANT JOHNSON**

Breach of Fiduciary Duty Under Arizona Law

114. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

115. Johnson was employed as EWS's Intellectual Property Counsel and Senior Intellectual Property Counsel approximately between September 8, 2014, and January 19, 2023, thus creating an attorney-client relationship between Johnson and EWS.

116. As EWS's counsel, Johnson was EWS's fiduciary, owing duties of loyalty and confidentiality to EWS.

117. Johnson's duties of loyalty and confidentiality to EWS survived the termination of his employment by EWS.

118. Johnson has breached his fiduciary duties to EWS, including by stealing EWS's Trade Secrets and using them to take legal actions adverse to EWS's interests. Johnson has put his own and O'Loughlin's interests before the interests of EWS.

119. Johnson's breach of his fiduciary duties to EWS has actually and proximately caused injury to EWS, including, without limitation, EWS's inability to register domain names containing its PAZE mark and EWS's substantial costs relating to the defense of P.A.Z.E.'s TTAB Proceedings against EWS. But for Johnson's breach, these harms would not have occurred.

120. EWS is entitled to an injunction against any further breach of Johnson's fiduciary duties to EWS.

121. EWS also is entitled to monetary damages against Johnson in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
AGAINST DEFENDANT O'LOUGHLIN
**Cybersquatting Under the Anticybersquatting
Consumer Protection Act (“ACPA”)**
(15 U.S.C. § 1125(d))

122. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

123. EWS owns all right, title, and interest in and to the ZELLE mark and PAZE mark in the United States, including all common law rights.

124. EWS's ZELLE mark and PAZE mark are valid marks entitled to protection under federal law and at common law.

125. Beginning in January 2023, O'Loughlin registered the Accused Domain Names, including www.pazewallet.com, www.pazenetwork.com, www.paze.website, and www.paze.guru, among many others.

126. EWS's ZELLE mark and PAZE mark are inherently distinctive and were inherently distinctive at the time O'Loughlin registered the Accused Domain Names.

127. The Accused Domain Names are identical or confusingly similar to EWS's ZELLE mark or PAZE mark.

128. O'Loughlin registered or has trafficked in the Accused Domain Names with a bad faith intent to profit in violation of 15 U.S.C. § 1125(d).

129. EWS is entitled to injunctive relief, including an order transferring the remaining Accused Domain Names to EWS, because O'Loughlin's actions have caused EWS irreparable harm, and without injunctive relief, EWS cannot control the continuing injury to its reputation and goodwill. No amount of money damages can adequately compensate EWS if it loses the ability to control the quality of services or purported "services" offered under its ZELLE and PAZE marks because of O'Loughlin's unauthorized uses of those marks in or at the Accused Domain Names.

130. EWS also is entitled to recover, at its election, either (a) an award of actual damages, trebled pursuant to 15 U.S.C. § 1117(a), or (b) an award of statutory damages under 15 U.S.C. § 1117(d), along with its costs of this action.

131. O'Loughlin's willful, malicious, and intentional actions make this an exceptional case and entitle EWS to recover its reasonable attorneys' fees under 15 U.S.C. § 1117(a).

FIFTH CLAIM FOR RELIEF

AGAINST ALL DEFENDANTS

Unjust Enrichment Under Arizona Law

132. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

133. Defendants were enriched and EWS was impoverished as a result of Defendants' unlawful activities. As one example, Johnson' misappropriation of trade secrets and breach of fiduciary duty, and O'Loughlin's acts of cybersquatting, enabled Defendants to demand that EWS pay \$20,000 to acquire certain of the Accused Domain Names, which EWS otherwise could have acquired at a much lower price, and incur costs of approximately \$3,000 relating to transfer of those domain names.

134. No justification for Defendants' enrichment and EWS's impoverishment exists. Allowing Defendants to retain those benefits would be unjust, and the ties of natural justice and equity oblige Defendants to compensate EWS for the benefits they received. EWS has no remedy for Defendants' unjust enrichment provided by law.

SIXTH CLAIM FOR RELIEF

AGAINST ALL DEFENDANTS

**Declaration of Noninfringement of an Unregistered Mark Under the Federal
Declaratory Judgment Act, the Lanham Act, and Arizona Common Law**

(28 U.S.C. § 2201(a) and 15 U.S.C. § 1125(a))

135. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

1 136. In letters to EWS dated April 21, 2024, and May 2, 2024, P.A.Z.E.
 2 threatened to seek cancellation of EWS's **Z** Registration, oppose EWS's PAZE
 3 Application, and send "cease-and-desist letter[s]" to EWS's customers and merchants
 4 displaying EWS's PAZE mark "in a confusingly similar way."

5 137. On May 3, 2024, and May 16, 2024, P.A.Z.E. followed through on its
 6 threats to seek cancellation of EWS's **Z** Registration and to oppose EWS's PAZE
 7 Application by filing the TTAB Proceedings.

8 138. The use of the phrase "confusingly similar" in P.A.Z.E.'s May 2, 2024,
 9 letter is a reference to "likelihood of confusion," a doctrine comprising an essential
 10 element of claims for infringement of an unregistered trademark under the Lanham
 11 Act, 15 U.S.C. § 1125(a), and Arizona common law.

12 139. P.A.Z.E.'s alleged **PAZE** mark is a stylized version of EWS's PAZE
 13 mark and contains a colorable imitation of EWS's **Z** mark.

14 140. The necessary implication of P.A.Z.E.'s threats to send "cease-and-
 15 desist letter[s]" to EWS's customers and merchants for displaying EWS's PAZE mark
 16 in a "confusingly similar way" to P.A.Z.E.'s alleged **PAZE** mark is that P.A.Z.E.
 17 claims EWS's PAZE mark and **Z** mark infringe P.A.Z.E.'s trademark rights in its
 18 alleged **PAZE** mark.

19 141. Coupled with P.A.Z.E.'s active litigation against EWS in the TTAB
 20 Proceedings, P.A.Z.E.'s threats in its April 21, 2024, and May 2, 2024, letters create
 21 a substantial controversy between parties having adverse legal interests of sufficient
 22 immediacy and reality to warrant the issuance of a declaratory judgment of
 23 noninfringement under 28 U.S.C. § 2201(a).

24 142. On November 9, 2022, EWS applied to register its PAZE mark under
 25 Application Serial No. 97669754 for various financial transaction services in
 26 International Class 36.

27 143. EWS first used its PAZE mark in United States commerce on March 26,
 28 2023.

1 144. EWS owns prior rights in its PAZE mark. For example, EWS filed its
2 Application Serial No. 97669754 to register its PAZE mark before P.A.Z.E. claimed
3 to begin using **PAZE** and PAZE, and almost a year before P.A.Z.E. filed its
4 applications to register its alleged marks.

5 145. EWS's PAZE mark is inherently distinctive of EWS's services under the
6 mark. EWS's PAZE mark is valid and protectable.

7 146. On April 5, 2016, EWS applied to register its **Z** mark under Application
8 Serial No. 86965192 for "Financial transaction services, namely, providing secure
9 payment and money transfer options and permitting account holders to make payment
10 requests" in International Class 36. That application matured into Registration No.
11 5476070, which issued on May 22, 2018.

12 147. EWS first used its **Z** mark in United States commerce on August 28,
13 2016.

14 148. EWS owns prior rights in its **Z** mark.

15 149. EWS's **Z** mark is inherently distinctive of EWS's services under the
16 mark. EWS's **Z** mark is valid and protectable.

17 150. EWS filed a Combined Declaration of Use and Incontestability under
18 Sections 8 & 15 for EWS's **Z** mark on April 26, 2024.

19 151. P.A.Z.E. does not own any federal or state registrations covering its
20 alleged PAZE and **PAZE** marks.

21 152. P.A.Z.E. has not made any *bona fide* use of its alleged PAZE and **PAZE**
22 marks in connection with any services as contemplated by the Lanham Act or Arizona
23 law. P.A.Z.E. therefore lacks any trademark rights in its alleged PAZE and **PAZE**
24 marks.

25 153. P.A.Z.E. cannot succeed in establishing that use of EWS's PAZE mark
26 or **Z** mark infringes any trademark rights in P.A.Z.E.'s alleged PAZE and **PAZE**
27 marks for at least the reasons that (a) EWS owns prior rights in its PAZE and **Z** marks

28

1 and (b) P.A.Z.E. does not own any trademark rights in its alleged PAZE and **PAZE**
2 marks.

3 154. EWS therefore is entitled to a declaratory judgment of noninfringement
4 under 28 U.S.C. § 2201(a), 15 U.S.C. § 1125(a), and Arizona common law.

5 155. Because this action involves a registered trademark—namely, EWS's **Z**
6 mark, which is the subject of EWS's **Z** Registration—EWS also is entitled to an order
7 requiring the USPTO to invalidate P.A.Z.E.'s **PAZE** Application and P.A.Z.E.'s
8 PAZE Application under 15 U.S.C. § 1119.

9 **SEVENTH CLAIM FOR RELIEF**

10 **AGAINST DEFENDANT JOHNSON**

11 **Breach of Contract Under Arizona Law**

12 156. EWS repeats and incorporates by reference the allegations in the
13 preceding paragraphs.

14 157. EWS and Johnson entered into several valid contracts, including the
15 Intellectual Property and Confidentiality Agreement, the User Responsibility
16 Agreement, and the Settlement Agreement.

17 158. Johnson has breached the Intellectual Property and Confidentiality
18 Agreement, the User Responsibility Agreement, and the Settlement Agreement by
19 engaging in the wrongful actions alleged in detail above.

20 159. Johnson's breaches of the Intellectual Property and Confidentiality
21 Agreement, the User Responsibility Agreement, and the Settlement Agreement have
22 resulted in damage to EWS in an amount to be proven at trial.

23 160. Further, Johnson's breach of the Intellectual Property and
24 Confidentiality Agreement has caused EWS irreparable injury, thus entitling EWS to
25 obtain injunctive relief in addition to its legal remedies.

1 PRAAYER FOR RELIEF

2 WHEREFORE, EWS prays for judgment as follows:

3 1. That judgment be entered in favor of EWS and against Defendants on
4 each of EWS's claims;

5 2. That Defendants and each of their officers, agents, servants, employees,
6 attorneys, directors, principals, subsidiaries, affiliates, related companies, successors,
7 and assigns, and all those in active concert or participation with them, or any of them,
8 who receive actual notice of the injunctions prayed for herein by personal service or
9 otherwise, be preliminarily and then permanently restrained and enjoined from:

10 a. Acquiring, possessing, using, or disclosing any of EWS's Trade
11 Secrets; and

12 b. Registering, acquiring, renewing, maintaining, or using any of the
13 Accused Domain Names or any other domain names containing any of EWS's
14 marks, including, without limitation, EWS's PAZE mark and **Z** mark, or any
15 confusingly similar variations of any of them;

16 3. That the Court order each of Defendants to remove from public view and
17 return to EWS all documents containing or reflecting any of EWS's Trade Secrets;

18 4. That the Court order O'Loughlin to transfer the remaining Accused
19 Domain Names and any other domain names owned or controlled by O'Loughlin
20 containing any of EWS's marks, including, without limitation, EWS's PAZE mark
21 and **Z** mark, or any confusingly similar variations of any of them, to EWS;

22 5. That the Court order each of Defendants to file with the Court and serve
23 on counsel for EWS, within 30 days after the entry of judgment herein, a written report
24 under oath setting forth in detail the manner in which each has complied with the
25 orders of this Court;

26 6. That the Court order the invalidation of P.A.Z.E.'s Application Serial
27 Nos. 98252022 and 98255290 to register the alleged **PAZE** and PAZE marks;

28

7. That the Court find that:

a. EWS owns prior rights in its PAZE mark, which is inherently distinctive of EWS's services under the mark and therefore valid and protectable;

b. EWS owns prior rights in its **Z** mark, which is inherently distinctive of EWS's services under the mark and therefore valid and protectable;

c. P.A.Z.E. does not own any federal registrations of its alleged PAZE and **PAŽE** marks;

d. P.A.Z.E. has not made any *bona fide* use of its alleged PAZE and **PAZE** marks in connection with any services as contemplated by the Lanham Act, and accordingly, P.A.Z.E. lacks any trademark rights in those alleged marks; and

e. EWS therefore is entitled to a declaratory judgment of noninfringement of P.A.Z.E.'s alleged trademark rights;

8. That the Court award EWS its damages caused by Defendants' unlawful activities, Defendants' profits attributable to those activities, statutory damages if EWS so elects, exemplary and punitive damages, EWS's costs of this action, and EWS's reasonable attorneys' fees; and

9. That the Court grant EWS such other and further relief as it deems just and equitable to make EWS whole for the damage caused by Defendants and to deter each of the Defendants from future misconduct.

DATED: June 28, 2024

Respectfully Submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

/s/Erick Durlach

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EXHIBIT A

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Serial #: [97669754](#) **Application File:** [Assignment](#)

Application: OPPOSITION PENDING

Status:

Mark: PAZE

Plaintiff

Name: [P.A.Z.E.LLC](#)

Correspondence: [BRANDON OLOUGHLIN](#)

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Prosecution History

#	Date	History Text	Due Date
15	06/17/2024	PAPER RECEIVED AT TTAB	
14	06/14/2024	PAPER RECEIVED AT TTAB	
13	06/13/2024	P MOT TO AMEND OR SUPPLEMENT OPP BRIEF TO D MOT TO SEAL	
12	06/12/2024	SUSP PEND DISP OF OUTSTNDNG MOT	
11	06/12/2024	P MOT TO AMEND PLEADING/AMENDED PLEADING	
10	06/11/2024	P OPP/RESP TO MOTION	
9	06/07/2024	D CHANGE OF CORRESP ADDRESS	
8	06/07/2024	D SECOND MOTION TO SEAL	
7	06/06/2024	P MOT TO AMEND PLEADING/AMENDED PLEADING	
6	06/06/2024	SUSP PEND DISP OF OUTSTNDNG MOT	
5	05/31/2024	D CHANGE OF CORRESP ADDRESS	
4	05/31/2024	D MOTION TO SEAL	
3	05/16/2024	INSTITUTED	
2	05/16/2024	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	06/25/2024
1	05/16/2024	FILED AND FEE	

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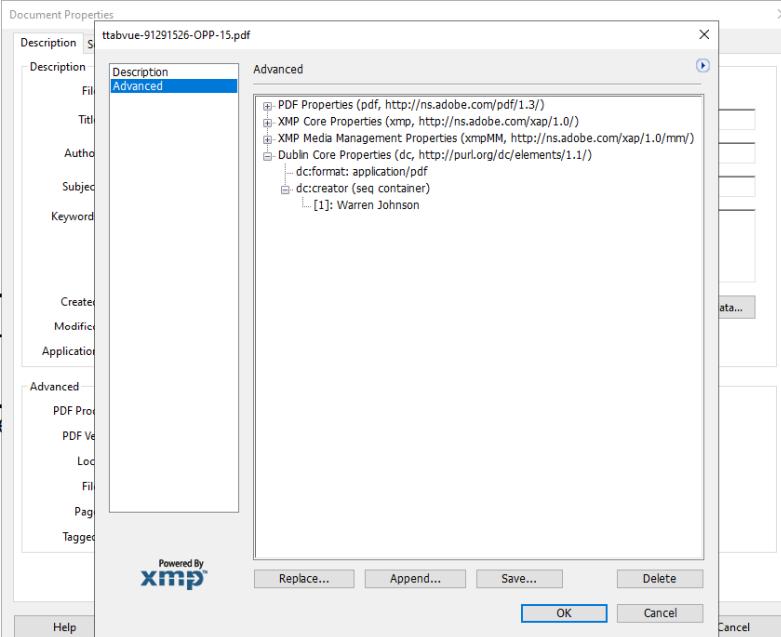
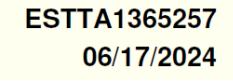
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